

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Chief John George/693-8320

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** District 2

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN ROLLING HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

**REPORT IN BRIEF:** Rolling Hills Plantation Homeowners Association, Inc., would like to enter into an agreement with the Town of Davie Police Department, wherein the owner/association specifically grants the Town power and authority to enforce traffic control on the property of the owner/association, which is required by law to enable enforcement of traffic laws on private roadways and streets within this community.

**PREVIOUS ACTIONS:** N/A

**CONCURRENCES:** N/A

**FISCAL IMPACT:**

Has request been budgeted: N/A

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution

Agreement for Traffic Control (signed by Rolling Hills Plantation Homeowners, Association, Inc.)

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN ROLLING HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.**

**WHEREAS**, Rolling Hills Plantation Homeowners Association, Inc. and the Davie Police Department would like to enter into an "Agreement for Traffic Control" and

**WHEREAS**, Rolling Hills Plantation Homeowners Association, Inc. have the authority to sign said agreements, and have done so; and

**WHEREAS**, the Davie Police Department requests the Mayor add his signature to said Agreement;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA**

**SECTION 1.** The Town Council of the Town of Davie hereby authorizes the Mayor to execute the "Agreements for Traffic Control," attached hereto as Exhibit A.

**SECTION 1.** This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
MAYOR/COUNCIL MEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2003

**DAVIE POLICE DEPARTMENT**

1230 South Nob Hill Road

Davie, FL 33324

(954) 693-8200

FAX (954) 693-8399 (Road Patrol)

**AUTHORITY TO ENTER PREMISES AGREEMENT**

Rolling Hills Plantation Homeowners Assoc. Inc. a Florida Corporation,  
(Name of Corporation)

located at 3501 W. Rolling Hills Circle, Florida, hereby

authorizes the Town of Davie Police to enter the below described property, located in the Town of Davie, Broward County, Florida, without limitations or restrictions and at their discretion to enforce municipal traffic laws, criminal state statutes and municipal ordinances and perform any and all police-related activity.

**LEGAL DESCRIPTION OF PROPERTY**

(See example - "Exhibit A" attached)

Rolling Hills Plantation Homeowners Assoc. Inc. expressly understands and  
(Name of Corporation)

agrees that since the above-described property is privately owned, the Town of Davie Police Department may choose not to conduct routine patrol upon said

property nor accepts the obligation to conduct routine police-related activities on said property.

The Town of Davie Police may arrest, at its discretion, those person(s) believed to be trespassing or committing other criminal violations on said property. Upon an arrest for a criminal violation, Rolling Hills Plantation Homeowners Association, Inc. agrees to assist in the criminal prosecution of said offender.

Rolling Hills Plantation Homeowners Assoc., Inc. hereby agrees to communicate the terms and conditions of this agreement to any and all parties present on the above-described property by reason of lease, rental, assignment, contract, invitation, employments, etc.

Rolling Hills Plantation Homeowners Assoc., Inc. further agrees to notify the Town of Davie through the Chief of Police for the Town of Davie Police Department ninety (90) days prior to the sale, transfer or assignment of the property or any portion thereof. This notification must be accomplished through United States Mail, certified, return receipt requested.

Rolling Hills Plantation Homeowners Assoc., Inc. agrees to indemnify and hold the Town of Davie, its employees, assigns and agents, the Town of Davie Police Department, its officers, employees, agents and assigns, and Police Chief John A. George, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or loss to property caused by or arising from an arrest(s) or other lawful action(s) effectuated by members of the Town of Davie Police Department.

Nothing in this agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

Rolling Hills Plantation Homeowners Assoc., Inc. expressly understands and agrees that nothing contained herein is intended or should be construed in any way as creating or establishing the duty or obligation of the Town of Davie to provide security or protection to the above-described property. Rolling Hills Plantation Homeowners I further understands and agrees that nothing contained herein is intended or should be construed in any way to obligate the Town of Davie Police Department to perform routine patrol or other police-related functions on or about the above-described property.

The Town of Davie's presence on, or use of the premises, does not in any way create or establish in favor of Rolling Hills Plantation Homeowners, Inc. a level of prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the State greater than the Town of Davie owes to the general public.

Either party to this agreement may terminate this agreement at will providing that sixty (60) days written notice establishing such intent is served upon the other party by certified mail, return receipt requested.

STATE OF FLORIDA  
COUNTY OF BROWARD

[Signature]  
Vice President Board of Directors  
Rolling Hills Plantation Homeowners, Inc.

The foregoing instrument was acknowledged before me this 25 day of July, 2003, by Gerald Licari of Rolling Hills Plantation who is personally known to me, or who has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

[Signature]  
NOTARY PUBLIC, State of Florida  
Bruce A. Boles  
Type, Stamp, Print Name

MY COMMISSION EXPIRES: 6/9/2005

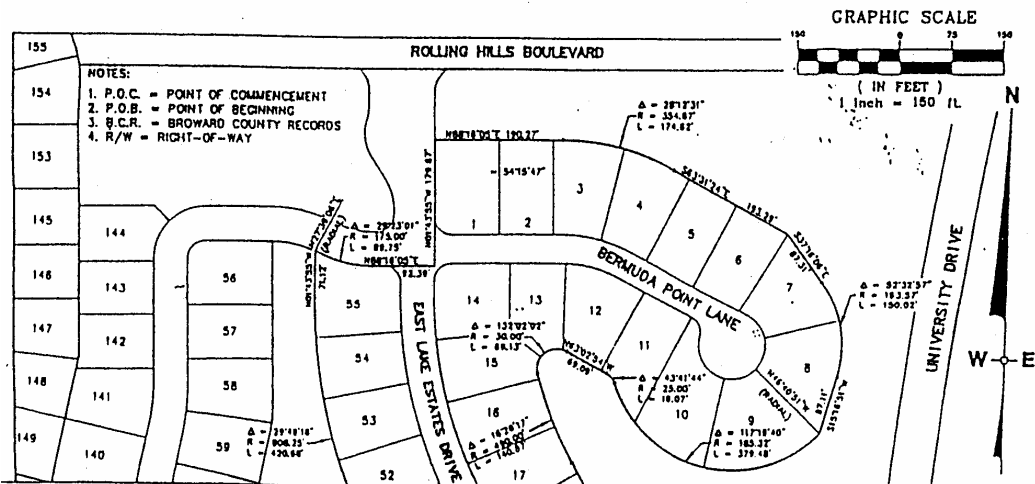


Bruce A. Boles  
MY COMMISSION # DD113827 EXPIRES  
June 9, 2006  
BONDED THRU TROY FAIR INSURANCE, INC.

PORTION OF PARCEL "C", "ROLLING HILLS GOLF AND TENNIS CLUB" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 81, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARCEL "C"; THENCE NORTH 88°28'50" EAST ALONG THE SOUTH LINE OF SAID PARCEL "C" (AS A BASIS OF BEARINGS) 160.51 FEET; THENCE NORTH 02°09'52" WEST 215.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°09'52" WEST 171.01 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°40'59" AN ARC DISTANCE OF 39.57 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°31'07" EAST 310.80 FEET; THENCE NORTH 01°28'53" WEST 175.50 FEET; THENCE SOUTH 88°31'07" WEST 32.75 FEET; THENCE NORTH 01°28'53" WEST 58.88 FEET TO A POINT OF CURVATURE OF A 1003.25 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°42'54" AN ARC DISTANCE OF 222.84 FEET TO A POINT OF REVERSE CURVATURE OF A 2881.75 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°20'04" AN ARC DISTANCE OF 771.26 FEET TO A POINT OF COMPOUND CURVATURE OF A 501.75 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°27'11" AN ARC DISTANCE OF 240.41 FEET TO A POINT OF REVERSE CURVATURE OF A 808.25 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°49'18" AN ARC DISTANCE OF 420.68 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°43'55" WEST 71.12 FEET TO A POINT ON A 175.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 27°39'08" EAST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°23'01" AN ARC DISTANCE OF 89.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°16'05" EAST 92.39 FEET; THENCE NORTH 01°43'55" WEST 179.87 FEET; THENCE NORTH 88°16'05" EAST 190.27 FEET TO A POINT OF CURVATURE OF A 354.87 FOOT RADIUS CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°12'31" AN ARC DISTANCE OF 174.82 FEET TO A POINT OF TANGENCY; THENCE SOUTH 83°31'24" EAST 193.29 FEET; THENCE SOUTH 37°18'06" EAST 87.31 FEET TO A POINT OF CURVATURE OF A 183.57 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52°32'57" AN ARC DISTANCE OF 150.02 FEET TO A POINT OF TANGENCY; THENCE SOUTH 15°16'51" WEST 87.11 FEET TO A POINT ON A 183.32 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 48°40'51" WEST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 117°19'40" AN ARC DISTANCE OF 379.48 FEET TO A POINT OF REVERSE CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°41'44" AN ARC DISTANCE OF 19.07 FEET TO A POINT OF TANGENCY; THENCE NORTH 63°02'54" WEST 69.09 FEET TO A POINT OF CURVATURE OF A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 132°02'02" AN ARC DISTANCE OF 89.13 FEET TO A POINT OF COMPOUND CURVATURE OF A 490.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°28'17" AN ARC DISTANCE OF 140.87 FEET TO A POINT OF REVERSE CURVATURE OF A 820.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°27'11" AN ARC DISTANCE OF 392.90 FEET TO A POINT OF COMPOUND CURVATURE OF A 3200.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°20'04" AN ARC DISTANCE OF 858.43 FEET TO A POINT OF REVERSE CURVATURE OF A 689.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°42'54" AN ARC DISTANCE OF 152.01 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°28'53" EAST 71.88 FEET; THENCE NORTH 88°31'07" EAST 36.00 FEET; THENCE NORTH 71°18'52" EAST 130.34 FEET TO A POINT ON A 25.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 55°38'38" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°27'31" AN ARC DISTANCE OF 25.07 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°31'07" EAST 146.45 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°41'42" AN ARC DISTANCE OF 39.57 FEET; THENCE RADIAL FROM THE LAST DESCRIBED CURVE NORTH 87°49'25" EAST 32.00 FEET; THENCE SOUTH 02°10'35" EAST ALONG A LINE 40.00 FEET WEST OF AND PARALLEL WITH THE WESTERLY RIGHT-OF-WAY LINE OF UNIVERSITY DRIVE AS SHOWN ON THE AFOREMENTIONED PLAT OF "ROLLING HILLS GOLF AND TENNIS CLUB" 408.31 FEET; THENCE TOWARDS THE RADIUS POINT OF THE NEXT DESCRIBED CURVE, SOUTH 87°49'25" WEST 50.00 FEET TO A POINT ON A 25.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°41'42" AN ARC DISTANCE OF 39.57 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°31'07" WEST 808.25 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°19'01" AN ARC DISTANCE OF 38.97 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 1,090,840 SQUARE FEET (25.042 ACRES) MORE OR LESS.



MATCH LINE SEE SHEET 2 OF 2 This sketch does not represent a land survey.

<b>SURVEYOR'S NOTES:</b> This survey was not obstructed by the undersigned for rights-of-way, easements or reservations of record. ELEVATION NOTE: Elevations are relative to National Geodetic Vertical Datum of 1929, and are shown thus: 108.		<b>DRAWN BY:</b> GGG <b>FIELD BK. / PGS.:</b> 1 <b>REVISIONS:</b> AMEND LEGAL 6/19/96 GGG REVISED ENTRANCE GEOMETRY 7/17/97 DES/MS		<b>CHECKED BY:</b> <b>SCALE:</b> 1" = 150' <b>Sketch &amp; Description</b>	
<b>FLOOD INSURANCE NOTES:</b> Zone: N/A Base Flood Elevation: N/A Community Panel No.: N/A per FIRM dated N/A Reference Floor Level: _____ Lower Floor Level: _____ Lowest Site Grade: _____		<b>Engineers &amp; Planners</b> <b>Land Surveyors</b> <b>Environmental Professionals</b> 1000 N. Douglas Road, Suite 200 Fort Lauderdale, Florida 33304 (305) 456-1000 Fax (305) 456-8844		<b>CERTIFIED TO:</b> OHIO SAVINGS BANK, F.S.B.; BROWARD ANCHOR INTERNATIONAL, LTD.; CROSS COUNTRY TITLE, INC.; CHICAGO TITLE INSURANCE. I hereby certify that this sketch meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 81G17-1, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Dated this 4th day of December, 1995 A.D. [Signature] James N. Smith Professional Land Surveyor State of Florida Registration No. 2014 NOT VALID UNLESS SEALED WITH AN UNBOSSSED SURVEYOR'S SEAL	
		<b>File Number</b> 7-18-407			

Exhibit "B" Page 1 of 4

BK 269016U300



### AGREEMENT FOR TRAFFIC CONTROL

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and Rolling Hills Plantation Homeowners Assoc. Inc. (hereinafter referred to as the "Owner"), agree on this 25 day of July, 2003, to enter into the following Traffic Jurisdiction Agreement.

**WHEREAS**, the Owner currently holds legal title to that parcel of real property which is the subject of this Agreement, as more particularly described on Exhibit "A" attached hereto (the "Property" or "Common Areas"); and

**WHEREAS**, the Town, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the nation, state, county and city, duly enacted, excluding those traffic control and enforcement of same on the private property of Owner; and

**WHEREAS**, the Owner wishes to specifically grant the Town the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

**WHEREAS**, pursuant to Florida Statutes §316.006(2)(b), Owner wishes to have the Town exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property.

### WITNESSETH

**NOW, THEREFORE**, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Owner agrees that the Town shall have jurisdiction to enforce state, county and city traffic regulations over any Roads within the private property.
3. The Town hereby agrees to exercise jurisdiction for traffic control purposes over any Roads within the private property.
4. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
5. The Owner, in further consideration for the above stated commitments of the Town, does hereby declare, establish, provide, give and grant to the Town, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the



private property for the purpose of providing traffic control.

6. The Owner agrees to indemnify and hold the Town of Davie, its officers and elected officials, its employees, assigns and agents, the Town of Davie Police Department, its employees, agents and assigns, and the Police Chief, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the Town of Davie authorized by this Agreement. Nothing in this Agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statute §768.28.
7. The Owner agrees to reimburse the Town of Davie for any actual costs of traffic control and enforcement necessitated by this Agreement over and above the normal costs of traffic control and enforcement typically incurred by the Town of Davie in exercising such control over all streets and highways located within its boundaries, such as additional costs related to signage conforming with state law.
8. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Town or the Owner, as the case may be, at the address set below for each such party, or to such other address as any party may, from time to time, specify by written notice to all other parties.
9. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.
10. The Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the Town to provide traffic jurisdiction to the private property. The Town's presence on, or use of the premises, does not in any way create or establish in favor of Owner a level of prevention or the enforcement of traffic laws greater than the Town owes to the general public.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals for the purposes herein expressed on the day and year first above written.

WITNESSES:

THE TOWN OF DAVIE, FLORIDA

\_\_\_\_\_ BY: \_\_\_\_\_ Signature

TITLE:

Print Name

ADDRESS:

\_\_\_\_\_  
Signature

ATTESTED BY:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
TOWN ATTORNEY

Approved as to form and legality for the use and reliance of the Town of Davie, Florida, only

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, of the Town of Davie, Florida, a municipal corporation of the State of Florida, who is \_\_\_\_\_ personally known to me, or who has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Type, Stamp, Print Name

MY COMMISSION EXPIRES:

## WITNESSES:

[Signature]  
Signature

Michael Capovani  
Print Name

[Signature]  
Signature

SUSAN Flammia  
Print Name

## OWNER::

BY: [Signature]  
Vice President Board of Directors  
Lele Estates at Rolling Hills

ADDRESS: 3941 E. Lele Estates Dr.

Orme, FL 33328

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of July, 2003,  
by Gerald Licari of Rolling Hills Plantation HOA, who is  
personally known to me, or who has produced \_\_\_\_\_ as identification, and  
who did/did not take an oath.

[Signature]  
NOTARY PUBLIC, State of Florida

BRUCE A. BALES  
Type, Stamp, Print Name

MY COMMISSION EXPIRES: 6/9/2005



Bruce A. Bales  
MY COMMISSION # DD113827 EXPIRES  
June 9, 2006  
BONDED THRU TROY FAIR INSURANCE, INC.